



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
INVITATION FOR BID**

IFB NO. B3E05090
TITLE: Elevator Maintenance Services
ISSUE DATE: 11/12/04

REQ: NR 931 YYY57090020
BUYER: Wade McDonald
PHONE NO.: (573) 522-3052
E-MAIL: wade.mcdonald@oa.mo.gov

RETURN BID NO LATER THAN: 12/8/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **IFB Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN BID TO: DPMM or DPMM
P O BOX 809 301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65102-0809 JEFFERSON CITY MO 65101

CONTRACT PERIOD: January 1, 2005 through December 1, 2005

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Department of Mental Health & Department of Corrections
Various Locations**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Invitation for Bid (Revised 08/28/04). The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:			
CONTRACT NO.		CONTRACT PERIOD	
VENDOR NO.		DATE	
BUYER		DIRECTOR	

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive, sealed bids for the provision of elevator maintenance services as set forth herein.

1.1.2 Organization - This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Bid Submission Information
- 4) Pricing Pages
- 5) Exhibits A - B
- 6) Attachments 1 – 7: Attachments exist to this document. These attachments are separate links that must be downloaded separately from the Division of Purchasing and Materials Management's Internet web site at: <https://www.moolb.mo.gov>. It shall be the sole responsibility of the bidder to obtain each of the attachments.

- Attachment 1 – Preventative Maintenance Schedule
- Attachment 2 – Repairs and Replacements Included
- Attachment 3 – Supplemental Elevator Repairs/Services
- Attachment 4 – Wage Order No. 11 – Buchanan County
- Attachment 5 – Wage Order No. 11 – Vernon County
- Attachment 6 – Wage Order No. 11 – Jackson County
- Attachment 7 – Wage Order No. 11 – Nodaway County

7) Terms and Conditions

1.2 Background Information:

1.2.1 The State of Missouri has previously contracted for elevator maintenance services through C301049001 which expires November 30, 2004. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch/purch.htm>. In addition, all proposal and evaluation documentation leading to the award of the expiring contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid number B3E01049 or the contract number C301049001 when searching for these documents.

1.3 Inspection of Facility and Elevators:

1.3.1 Unless a bidder has specific knowledge of the elevators, the bidder must inspect the elevators of each proposed facility prior to submission of a bid. For each facility in which the bidder plans to submit a bid, the bidder must contact the contact person for such facility to schedule the inspection. The names and phone numbers for each such contact person for each facility are listed below with complete addresses for the facilities provided in the General Requirements. A record will be kept of those bidders who attend an inspection at each facility.

- a. Nevada Habilitation Center
Contact Person: Anita Nichols
(417) 448-1148

- b. Western Missouri Mental Health Center
Contact Person: Dorla Flowers
(816) 512-7537
 - c. Kansas City Regional Center
Contact Person: Walter Wingate
(816) 889-3481
 - d. Western Reception and Diagnostic Correctional Center
Contact Person: Paul Vey
(816) 387-2158 ext. 1301
 - e. Maryville Treatment Center
Contact Person: Mitzi Betts
(660) 582-6542 ext 276
- 1.3.2 Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the facility and the facility's elevators, and/or any other existing condition, factor, or item that may affect or impact the performance of service described and required by the Contractual Requirements.
- 1.3.3 The bidder is strongly encouraged to advise the Division of Purchasing and Materials Management, at least five (5) days prior to the bidder's inspection of the facility and the facility's elevators, of any special accommodations needed for disabled personnel who will be attending the inspections so that these accommodations can be made.
- 1.3.4 Other than questions pertaining to the inspection, all questions regarding this Invitation of Bid (IFB) and/or the competitive procurement process **MUST** be directed to Wade McDonald of the Division of Purchasing and Materials Management at (573) 522-3052.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall perform all services necessary to maintain all elevators at one or more of the following Department of Mental Health and Department of Corrections facilities, as specified in the Notice of Award section of the contract. The contractor shall provide all services to the sole satisfaction of the Department of Mental Health and Department of Corrections (hereinafter referred to as the “state agency”) in accordance with specific requirements stated herein.
- a. Nevada Habilitation Center
2323 N. Ash
Nevada, MO 64772
 - b. Western Missouri Mental Health Center
1000 E 24th Street
Kansas City MO 64108
 - c. Kansas City Regional Center
821 E Admiral, Box 412557
Kansas City MO 64108
 - d. Western Reception and Diagnostic Correctional Center
3401 Faraon
St. Joseph MO 64506
 - e. Maryville Treatment Center
30227 US Hwy 136
Maryville MO 64468
- 2.1.2 The contractor must maintain each elevator listed on the Pricing Page at each awarded state agency facility in optimum working order and first class operating condition in accordance with the current provisions of ANSI standard A17.1.
- 2.1.3 The contractor must perform services designed to minimize wear and tear on the elevator equipment and to forestall a breakdown which would put the elevator out-of-service.
- 2.1.4 The contractor shall perform the following maintenance services, as further defined herein:
- a. Initial Repair and Testing
 - b. Scheduled Testing
 - c. Preventive Maintenance
 - d. Unscheduled Service Calls and Emergency Service Calls
 - e. Elevator Parts Inventory and Storage
- 2.1.5 In addition to the maintenance services listed above, the contractor shall provide the following services if requested and authorized by the state agency:
- a. Pre-Maintenance Elevator Service
 - b. Supplemental Elevator Repair/Service
- 2.1.6 Due to renovation and other circumstances as may arise, the state agency reserves the right to include or exclude one or more of the elevators listed on the Pricing Page from service.

- a. The state agency shall provide the contractor with fifteen (15) days written notice when existing elevators shall be excluded from the contract or renovated elevators shall be added to the contract.
- 2.1.7 The contractor shall agree and understand that the state agency's elevators are controlled by a computerized circuit board that is programmed with a hand held programming device. The contractor must provide the programming tool.

2.2 Pre-Maintenance Repairs/Services:

- 2.2.1 Except as specified below, the contractor shall agree and understand that the contractor shall not be responsible for the Pre-Maintenance Repairs/Services, as listed by the contractor on the Pricing Page for each facility and submitted with the contractor's awarded bid based on the facility inspection conducted prior to submission of the bid. The contractor shall agree and understand that the state agency shall be responsible for such pre-maintenance repairs/services.
- a. After the state agency completes the listed pre-maintenance repairs/services, the contractor shall inspect each elevator to verify the elevator's optimum working order and first class operating condition. After such verification, the elevator(s) shall be turned over to the contractor for maintenance as specified herein.
- 2.2.2 However, if specifically authorized in writing by the state agency, the contractor shall perform the Pre-Maintenance Repairs/Services listed on the Pricing Page. If the state agency authorizes the contractor to provide all or part of the Pre-Maintenance Repairs/Services listed, the contractor shall perform the repairs/services and shall be paid for the repair/service in accordance with the firm, fixed prices stated on the Pricing Page.

2.3 Initial Repair and Testing:

- 2.3.1 Following award of the contract, the state agency shall provide the contractor with a service manual and a set of mechanical and electrical schematics and wiring diagrams regarding the elevators, if such is available. If provided, the contractor shall update the drawings to present conditions, and shall provide a copy to the state agency within thirty (30) calendar days after initial receipt of the documents from the state agency.
- a. The contractor shall maintain and keep the documents updated.
 - b. The contractor shall agree and understand that the service manual, mechanical and electrical schematics, wiring diagrams, blueprints, and any other such documents shall remain the property of the state agency. Upon expiration or termination of the contract, the contractor shall return the updated documents to the state agency.
- 2.3.2 By no later than thirty (30) calendar days after the effective date of the contract, the contractor must thoroughly inspect and test all elevator equipment safety features. The contractor must perform, but not be limited to, the following services to the elevator equipment.
- a. Conduct no-load, hand speed safety test on elevators.
 - b. Service and adjust brakes.
 - c. Service and adjust overload relays on all elevators.
 - d. Adjust door operation on all elevators to assure they are within the latest edition of ANSI A17.1 code requirements.
 - e. Conduct hydraulic elevator relief valve cutoff pressure test per the latest edition of ANSI A17.1, 1971 rule 1001.6a on all hydraulic elevators.
 - f. Check all safety circuits to assure proper operation.
 - g. Replace all defective components.
 - h. Test emergency lowering device.

2.4 Annual Testing and Inspections:

- 2.4.1 On an annual basis, the contractor shall inspect and test all safety devices, governors, etc., as required by the latest edition of American Standard Safety Code of Elevators and Dumbwaiters.
- a. The contractor must give written notification to the state agency's resident engineer ten (10) days prior to conducting such tests.
 - b. By no later than ten (10) calendar days after completion of such tests, the contractor must furnish the state agency with a written report, certifying that all elevators have been inspected and tested for compliance with the American Standard Safety Code. The statement of certification must itemize all tests performed and must indicate the results of said tests.
- 2.4.2 In accordance with the Missouri Elevator Safety Act, RSMo 701.350 - 701.380 and 11CSR 40-5.010 - 40-5.150, the contractor must perform an annual inspection on each elevator. The inspection must be witnessed by a certified independent elevator inspector provided by the state agency. The contractor must schedule such inspections to the mutual agreement of the contractor and the certified independent elevator inspector.
- 2.4.3 On an annual basis, the contractor must perform a no-load, full speed test of all safety mechanisms, overhead speed governors, and car and counterweight buffers (oil buffers only) on each elevator. However, if directed by the state agency, the contractor must perform a five (5) year full load, full speed test of all safety mechanisms, overhead speed governors, and car and counterweight buffers (oil buffers only) in lieu of the annual no-load test,. Within ten (10) days after performing the test, the contractor must submit a written report indicating the results of the test to the state agency.

2.5 Preventive Maintenance Requirements:

- 2.5.1 The contractor must comply with the frequency of inspection and the preventive maintenance of each elevator as specified in the Preventive Maintenance Schedule (Attachment #1).
- 2.5.2 The contractor must perform the preventive maintenance service in accordance with the following:
- a. Unless other specific arrangements are agreed upon by the state agency, all preventive maintenance service and scheduled repairs must be performed during regular state agency work hours (8:00 a.m. to 5:00 p.m.) Monday through Friday, except for holidays,.
 - b. Each preventive maintenance service must include a minimum of one (1) hour of service per elevator, per month.
 - c. Prior to performing any preventive maintenance service, the contractor shall provide the state agency with an inspection and preventive maintenance report which outlines all tests and/or inspections to be performed by the contractor on each elevator.
 - d. The contractor must provide an inspection checklist for each elevator. The checklist shall be posted in the elevator and in the elevator equipment room, and shall be kept up-to-date at all times. The contractor must ensure that the contractor's personnel performing the preventive maintenance service initial and date all items on the checklist.
 - e. By no later than 48 hours after each scheduled preventive maintenance service, the contractor must provide the state agency with a preventive maintenance report updated with

the results of all tests and/or inspections and with the contractor's plan of corrective action for any deficiencies found during the inspections/testing.

- f. The state agency's representative shall have the authority to make spot inspections at any time to assure the contractor's compliance with the Preventive Maintenance Schedule.
- 2.5.3 The contractor must service, or replace as needed, the elevator components listed in Attachment #2.
- 2.5.4 The contractor must keep the exterior of all elevator machinery and all other parts and equipment that are subject to rust, properly painted and presentable at all times.
- 2.5.5 The contractor must service and treat all motor windings and controller coils with a proper insulating compound as may be required to keep the equipment in a safe and satisfactory operating condition.
- 2.5.6 The contractor must keep all elevator mechanical equipment free from hydraulic oil leaks.
- 2.5.7 Except as stated in the subparagraph below, the contractor must furnish all labor, tools (including diagnostic tools), materials, and service necessary to perform the preventive maintenance services and must furnish replacement parts of every description for any part of the elevator which becomes unserviceable and unreliable due to ordinary wear under normal use.
 - a. Unless requested by the state agency, the contractor shall not perform the services or provide the parts listed in Attachment #3, which are defined as Supplemental Elevator Repair/Service.
- 2.5.8 The contractor must exercise precaution at all times for the protection of persons and property. The contractor must observe the safety provisions of applicable laws, building, and construction codes. The contractor must guard or eliminate machinery, equipment, and all hazards in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. The contractor shall also comply with applicable requirements of Occupational Safety and Health Act of 1970 and the latest revisions thereto.
- 2.6 Unscheduled Service Calls and Emergency Service Calls:**
 - 2.6.1 The contractor shall respond to requests from the state agency for additional elevator service needed due to problems with the elevators. The contractor shall agree that such requests shall be made verbally by the state agency and shall be for service for which the contractor is responsible as part of the contractor's preventive maintenance requirements.
 - 2.6.2 Unscheduled Service Calls - The contractor shall respond to service calls on a "same day basis" for requests made prior to 12:00 noon on a regular workday. If the request for service is not made until after 12:00 noon, the contractor must respond to the service call by the end of the following workday.
 - a. All unscheduled service calls must be performed during regular state agency work hours (8:00 a.m. to 5:00 p.m.) Monday through Friday, except for holidays, unless other specific arrangements are agreed upon by the state agency.
 - b. The contractor must obtain the prior approval of the state agency for any such service calls which cannot be made during the regular state agency work hours.
 - 2.6.3 Emergency Service Calls – Upon request by the state agency, the contractor shall make emergency service call in order to effect immediate repairs/services to the elevator(s).

- a. The state agency shall provide the contractor with the names of persons from the state agency who are authorized to call for emergency service.
 - b. The contractor must respond to emergency service calls by servicing the elevator on an “immediate response basis” at any hour of the day or night, seven (7) days per week in order to immediately restore the elevator to service.
- 2.6.4 The contractor must submit a monthly service report to the state agency which documents each unscheduled service call and emergency service call made during the monthly reporting period. The service report shall include the date, hour, location, and reason service was required and a brief description of services performed.

2.7 Parts Inventory and Storage:

- 2.7.1 The contractor must stock and maintain, at the contractor’s storage location, an adequate supply of spare parts needed to ensure the maintenance and repair of all elevators. This inventory shall include, not be limited to, miscellaneous switches and relays, all circuit boards, and most other items which will likely be required.
- 2.7.2 In addition to the storage provided by the contractor, the state agency shall provide space for the contractor to put a lockable storage cabinet(s) for the orderly arrangement and safekeeping of elevator parts, wiring diagrams, and other printed data pertinent to the servicing of the individual elevators. This space may be in a machine room, penthouse, or other area designated by the state agency. The contractor shall permit the state agency to have access to any and all such storage cabinets provided by the contractor.
- 2.7.3 All parts furnished and installed by the contractor shall be genuine replacement parts, made especially for the make of elevator on which they shall be used, unless substitution is specifically approved by the state agency prior to installation. No makeshift or substitute equipment shall be permitted for making repairs, and all workmanship shall be in accordance with the National Electric and/or American Standard Safety Elevator and National Fire Protection Association (NFPA) code.
- 2.7.4 The contractor must use only lubricants of the proper type or grade for the use intended. The use of dirty, contaminated, or deteriorated lubricants shall be prohibited. The contractor shall properly dispose of waste lubricants within eight (8) hours after removal from an elevator.
- 2.7.5 The contractor shall store all lubricants, fluids, etc., in approved containers and in a manner and place as designated by the state agency.
- 2.7.6 By no later than thirty (30) calendar days after the effective date of the contract, the contractor shall provide the state agency with a detailed list of spare parts which are stocked and maintained.

2.8 End of Period Maintenance, Damages, and Other Liquidated Damages:

- 2.8.1 The state agency shall have the right at any time during the effective period of the contract to have an independent inspection of the elevators. In the event additional service is found to be required on the elevators, the contractor shall perform such service or be charged for the cost of having such service performed by another party. The amount charged by the other party shall be deducted from the contractor’s payment hereunder or invoiced to the contractor as a total amount due.
- 2.8.2 The contractor shall agree and understand that within the last sixty (60) days of the contract, bids may be obtained by the Division of Purchasing and Materials Management for service for the next contract period. All prospective bidders, under such new bid process, shall be required to

inspect the facilities and elevator equipment and submit a list of repairs and adjustments necessary to place the equipment in optimum working order and first class operating condition. This list shall be submitted to the Division of Purchasing and Materials Management with the bidder's bid as Pre-Maintenance Repairs/Services.

- a. If, in the opinion of the state agency, the repairs/services identified by the bidders as Pre-Maintenance Repairs/Services are within the responsibility of the contractor under the requirements herein, the contractor shall make said repairs/services by no later than thirty (30) calendar days after receiving notification of the requirements.
- b. In the event the contractor does not perform the required repairs/services within the required time, the state agency shall have the right to have another party perform the repairs/services. In such event, the contractor shall be charged for the costs of the other party. The amount charged by the other party shall be deducted from the contractor's payment hereunder or shall be paid by the contractor as a direct payment to the state agency.

2.8.3 Liquidated Damages: The contractor shall agree and understand that the provision of the elevator maintenance services in accordance with the requirements and delivery schedule stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements and delivery schedule, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- a. In the event an elevator is out-of-service for a period in excess of forty-eight (48) hours due to contractor's negligence or failure to comply with the provisions of the contract, and the contractor fails to respond within the time frame indicated herein, the contractor shall be assessed liquidated damages in the amount of seventy-five (\$75.00) dollars for each twenty-four (24) hour period thereafter that the elevator is out-of-service.
- b. In the event an elevator is out-of-service for more than two (2) calendar weeks, the contractor shall agree and understand that the state agency shall discontinue payment to the contractor for the out-of-service elevator until such time as the elevator is restored to optimum working order and first class operating condition. In addition, any elevator out-of-service for an extended amount of time shall constitute a breach of the contract subject to contract cancellation.
- c. The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- d. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- e. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.9 Additional Requirements:

2.9.1 The contractor must ensure that any and all elevator services are performed by and under the supervision of skilled, experienced elevator service technicians directly employed and supervised by the contractor. The contractor shall understand that any personnel performing services pursuant to the contract shall be subject to the approval of the state agency.

2.9.2 The contractor must maintain good housekeeping practices on all of the elevators. The contractor must keep elevator pits, machine rooms, and penthouse clean and free of scrap parts, oily rags, combustible materials, and/or accumulation of debris.

2.9.3 The contractor shall guarantee all services, materials, parts, labor, etc., for a period of one (1) year from date of installation or performance of service.

2.10 Invoicing and Payment Requirements:

2.10.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.

2.10.2 Invoicing - The contractor shall submit a monthly invoice itemizing services provided to each awarded state agency facility. The invoice must be submitted to the address listed below for the applicable state agency facility.

Nevada Habilitation Center
2323 N. Ash
Nevada, MO 64772

Kansas City Regional Center
821 E Admiral, Box 412557
Kansas City MO 64108

Western Missouri Mental Health Center
1000 E 24th Street
Kansas City MO 64108

2.10.3 The contractor shall submit a monthly invoice itemizing services provided for the Western Reception and Diagnostic Correctional Center and the Maryville Treatment Center to the following address:

Department of Corrections
P O Box 236
Jefferson City MO 65102

2.10.4 Payments - Subject to the reductions stated herein, the contractor shall be paid the firm, fixed price per month specified on the Pricing Page for all maintenance services performed on each elevator in accordance with the requirements herein.

- a. If elevators are added or deleted from service, the firm, fixed price per elevator specified on the Pricing Page of the contract shall be added or deleted from the total monthly amount due. Furthermore, any portion of time less than one (1) month shall be prorated according to the monthly price stated on the Pricing Page.
- b. In the event that an emergency service call was required, authorized, and performed, the contractor shall be paid the firm, fixed price per hour for emergency service for those hours in which emergency service was actually provided during the monthly period.

- 2.10.5 Other than the monthly maintenance payment specified above (and the additional emergency call payments, if necessary), no other payments or reimbursements for parts, materials, expenses, services, etc., shall be made to the contractor for any reason whatsoever.

2.11 Supplemental Elevator Repair/Service Requirements:

- 2.11.1 The contractor shall only provide Supplemental Elevator Repairs/Services at the request of and with the prior written approval of the state agency.

- a. For purposes of this document, Supplemental Elevator Repairs/Services shall be defined as services, repairs, or parts which are not included in the preventive maintenance services specified herein and which are not required in order to keep the elevator in optimum working order and first class condition. Examples of repairs, services, and parts which shall be considered Supplemental Elevator Repairs/Services are provided in Attachment #3.

- 2.11.2 In the event the state agency requests the contractor provide a Supplemental Elevator Repair/Service, the contractor shall provide the state agency with a guaranteed not-to-exceed total price for such prior to beginning the Supplemental Elevator Repairs/Services. The guaranteed not-to-exceed total price shall be computed using the Supplemental Elevator Repairs/Services Hourly Price, and the cost for the parts and materials plus the percentage over the actual net cost for the parts and materials as stated on the Pricing Page.

- a. The contractor shall agree and understand that the state agency shall have the right to approve or reject such guaranteed not-to-exceed price and obtain the necessary Supplemental Elevator Repairs/Services from another party as deemed in the best interest of the State of Missouri. In the event that another party performs the necessary Supplemental Elevator Repairs/Services, the contractor shall have the right to inspect each elevator to verify its optimum working order and first class operating condition prior to resuming the maintenance service on such elevator.

- 2.11.3 Payment and Invoicing:

- a. The contractor shall submit itemized invoices for Supplemental Elevator Repairs/Services documenting actual hours of services provided and actual invoices for the part/material(s).
- b. The contractor shall be paid for Supplemental Elevator Repairs/Services performed in accordance with the firm, fixed hourly price stated on the Pricing Page.
- c. In addition, the contractor shall be reimbursed for parts and materials needed for the performance of Supplemental Elevator Repairs/Services based on the invoice for such parts/materials. The contractor shall also be paid the firm, fixed percentage over the actual net cost of the part/material as stated the Pricing Page.
- d. In no event shall the amount paid the contractor for any Supplemental Elevator Repair/Service exceed the guaranteed not-to-exceed price quoted by the contractor.

2.12 Other Contractual Requirements:

- 2.12.1 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the bid by "notice of award" or by "purchase order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.

- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.12.2 Contract Period: The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.12.3 Renewal Periods: If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
 - a. If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.
- 2.12.4 Termination: The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.12.5 Contractor Liability: The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

- b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.12.6 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 2.12.7 Substitution of Personnel: The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.
- 2.12.8 Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.
 - a. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. Written evidence of the insurance shall be provided by the contractor to the state agency. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence of insurance coverage must be submitted before or upon award of the contract. The contract number must be identified on the evidence of insurance coverage. In the event the insurance coverage is canceled, the state agency must be notified immediately.
- 2.12.9 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless

from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

- 2.12.10 Coordination: The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.12.11 Property of State: All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.12.12 Prevailing Wage Requirements: The contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in Annual Wage Order No. 11 Dated October 28, 2004 for Vernon County, Nodaway County, Buchanan County, and Jackson County. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on page 1.
- a. For each renewal period, if any, exercised by the Division of Purchasing and Materials Management, the contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the annual wage order referenced in the contract renewal amendment.
 - b. The contractor shall forfeit to the state agency ten dollars (\$10.00) for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the contract by the contractor or by any subcontractor under them (Section 290.250 RSMo).
 - c. In addition to the above, the contractor must comply with all other requirements pertaining to the payment of prevailing wages contained in Section 290.210 through 290.340, RSMo and is advised to review the requirements carefully prior to beginning work. In addition, in the event a period of "excessive unemployment" is identified and announced by the Missouri Department of Labor and Industrial Relations, the contractor must assign personnel to provide services who meet the definition of "Missouri laborers" as defined in Chapter 290.550 RSMo.
 - d. The above-stated prevailing wage requirements shall also apply to all subcontractors employed by the contractor to perform services under the contract.
- 2.12.13 Surety Bond: The contractor must furnish a bond guaranteeing payment of all labor, suppliers and subcontractors providing equipment and/or services to the contractor as a part of the contract in accordance with the requirements of RSMo Section 107.170. The surety bond must be provided in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile shall be acceptable) to the Office of Administration, Division of Purchasing and Materials Management within thirty (30) days after award of the contract and prior to performance of service under the contract or any installation of equipment. The bond must be made payable to the State of Missouri in an amount equal to the total cost of all

equipment, supplies and services provided by all suppliers and subcontractors to the contractor in fulfilling the requirements of the contract, and for all labor performed in such work whether by subcontractor or otherwise. The contract number and contract period must be specified in the bond. In the event the Division of Purchasing and Materials Management exercises an option to renew the contract for an additional period, the contractor shall maintain the validity and enforcement of the bond for the said period, pursuant to the provisions of this paragraph, in an amount stipulated at the time of contract renewal.

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

3.1.1 On-line Bid - If the bidder is responding electronically through the On-line Bidding web site, in addition to completing the on-line pricing, the bidder should submit completed exhibits, forms, and other information concerning the bid (including completed Pricing Pages, for renewal period pricing) as an attachment to the electronic bid. The On-line Bidding website can be found at <https://www.moolb.mo.gov>.

- a. The exhibits, forms, and pricing pages provided herein can be saved into a word processing document, completed by the bidder, and then sent as an attachment to the electronic submission. Other requested, required, or additional information may also be sent as an attachment. Additional instructions for submitting electronic attachments are on the On-line Bidding web site. Be sure to include the bid number, company name, and a contact name on any electronic attachments.
- b. In addition, the bidder may submit the exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified closing date and time.
- c. If the bidder submits an electronic and hard copy bid response and if such responses are not identical, the bidder should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.

3.1.2 Mail Bid - If the bidder is responding through the mail, the bid should be printed on recycled paper and double sided. The bidder should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.

- a. The bidder should include a complete copy of each Exhibit and any other requested or required information with the mailed response. In addition, the bid should be page numbered.
- b. Imaging Ready – In addition, all bids are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all bids are rejected.
 - 1) The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the bidder is advised not to include personal identifying information such as social security numbers in the bid.
 - 2) In preparing a bid, the bidder should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the bids. Glue bound materials should not be used.

3.1.3 Miscellaneous Information - The bidder should complete Exhibit B, Miscellaneous Information, to document: (1) if the bidder qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the bidder is proposing to include products and/or services manufactured, produced, or assembled by such an organization, (2) whether the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, (3) a thorough knowledge of the facility and elevators based on either the bidder's attendance at the scheduled tour or through other knowledge of the facility and elevators gained from some other means, (4) the bidders primary service location and location of the parts inventory storage facility for the proposed state agency facility, (5) a list of tests and/or inspections that will be performed during preventive maintenance, (6) the bidder's procedure for contacting service representatives for emergency and

non-emergency services, (7) the warranty period applicable to parts and labor, and/or (8) the bidder's list of personnel who will be providing elevator maintenance services at the state agency.

3.2 Evaluation Process – Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder.

3.2.1 Separate evaluations shall be conducted for: (1) each state agency facility individually and (2) all state agency facilities combined.

3.2.2 Low Bid Determination:

a. The objective evaluation of cost shall be based upon the sum of (1) maintenance on each elevator for twelve months, (2) five hours of emergency services for both the mechanic and apprentice, (3) five hours of Supplemental Elevator Repair/Services for both the mechanic and the apprentice, and (4) \$5,000 worth of parts/materials. The \$5,000 of parts and materials shall not be included in the cost evaluation, only the total of the percentage of the net cost of the parts and materials shall be included.

1) Utilizing the total cost determined from above, cost points shall be determined using a scale of 100 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 100 = \text{Cost score points}$$

2) The evaluation of cost will include the original and any potential renewal periods.

3) Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

4) The cost for Pre-Maintenance Services will not considered in the cost evaluation.

b. Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for bidders qualifying for the preference.

1) If the bidder is an organization for the blind or sheltered workshop, the bidder should provide evidence of qualifications (i.e., copy of certificate or certificate number).

2) If the bidder is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the bidder should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.

3) A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

3.2.3 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may cause an adverse impact on the evaluation of the bid.

a. Responsibility and Reliability in Experiences:

- 1) The bidder should provide, on Exhibit A or in any other format, the information listed below related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this document. If the contact person listed on Exhibit A is not available or is otherwise unable to be reached during the evaluation, the listed experience may not be considered.
 - Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - Dates of the service/contract; and
 - A brief, written description of the specific prior services performed and requirements thereof.
- 2) If references for current and/or previous contracts are not identified in the bid, the Division of Purchasing and Materials Management may request that the bidder identify one or more references. The Division of Purchasing and Materials Management must receive the reference(s) within twenty-four hours of the request. Failure of the bidder to identify one or more references may result in the bid being rejected.

b. Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:

- 1) Registration of business name (if applicable)
- 2) Certificate of authority to transact business/certificate of good standing (if applicable)
- 3) Taxes (e.g., city/county/state/federal)
- 4) State and local certifications (e.g., professions/occupations/activities)
- 5) Licenses and permits (e.g., city/county license, sales permits)
- 6) Insurance (e.g., worker's compensation/unemployment compensation)

c. Familiarity of Facility and Elevators – A bidder's familiarity with the facility and elevators is considered essential to obtain a clear and complete understanding of the requirements. Therefore, on Exhibit B, the bidder should document a thorough knowledge of the facility and elevators based on either (1) the bidder's attendance at a tour, or (2) through other knowledge of the facility and elevators gained from some other means.

- 1) The state agency will provide the Division of Purchasing and Materials Management with the attendance record documenting all bidders who attended the scheduled tour.
- 2) If the bidder did not attend the scheduled tour, the bidder must provide relevant information regarding the bidder's familiarity with the physical layout, condition, etc. of the facility/building. The bidder is advised that neither the review of facility floor

plans nor an independent public viewing gives an accurate account or knowledge of the facility and elevators for elevator maintenance purposes. Therefore, the bidder should not assume that such a review makes a bidder familiar with the facility/building.

- d. If any products and/or services offered under this IFB are being manufactured or performed at sites outside the continental United States, the bidder **MUST** disclose such fact and provide details with the bid.

3.2.4 Final Determination - Any bid which does not comply with the mandatory requirements of the IFB will not be considered for an award. In addition, the State of Missouri reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past three (3) years, (2) inability of the bidder to document responsible and reliable past performances similar to the services required, (3) failure by the bidder to demonstrate familiarity with the physical layout and condition of the facility and elevators, and/or (4) failure of the bidder to provide a reference(s).

3.3 Contract Award: After determining the lowest responsive and responsible bidders, the State of Missouri shall conduct a separate evaluation of (1) the composite of the lowest responsive and responsible bidder(s) for each of the individual state agencies' facility and (2) the lowest responsive and responsible bidder for all the state agencies' facilities. The State of Missouri shall make a managerial decision as to award a contract for each state agency facility individually or all facilities combined.

4. PRICING PAGE

The bidder shall provide firm, fixed prices for providing services in accordance with the provisions and requirements stated herein. The bidder shall (1) propose services for one or more of the facilities identified herein (4.1), or (2) propose services for all of the facilities identified herein (4.2), or (3) propose services for one or more of the facilities identified herein and all of the facilities identified herein (4.1 and 4.2).

4.1 Individual Facility Service: If the bidder is proposing to provide service on an individual facility basis, the bidder shall provide firm, fixed prices for each facility proposed. (C/S Code 91014)

4.1.1 Nevada Habilitation Center:

- a. Maintenance Service: The bidder shall state a firm, fixed price per month for elevator maintenance services for each elevator listed below.

Elevator Building Location	Manufacturer	Type	Floors Served	Per Month
Vernon Hall – South	Westinghouse	Hydraulic	4	\$ _____
Vernon Hall – North	Westinghouse	Hydraulic	4	\$ _____
Benton Hall	Montgomery	Hydraulic	2	\$ _____
Machine Shop	Otis	Traction	2	\$ _____
001	Total Firm Fixed Price per Month for Maintenance Service for All Elevators			\$ _____

- b. Emergency Service Calls: The bidder shall state a firm, fixed price per hour for on-site Emergency Services performed by the mechanic and apprentice.

002 \$ _____ Firm, fixed price per mechanic per hour

003 \$ _____ Firm, fixed price per apprentice per hour

- c. Supplemental Elevator Repair/Service: The bidder shall state a firm, fixed price per hour for on-site Supplemental Elevator Repair/Services performed by the mechanic and apprentice. In addition, the bidder shall state a firm, fixed percentage over the actual net cost for parts and materials. The bidder shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

004 \$ _____ Firm, fixed price per mechanic per hour

005 \$ _____ Firm, fixed price per apprentice per hour

006 _____ % Firm, fixed percentage over the actual net cost

4.1.2 Western Missouri Mental Health Center:

- a. Maintenance Service: The bidder shall state a firm, fixed price per month for elevator maintenance services for each elevator listed below.

Elevator Building Location	Manufacturer	Type	Floors Served	Per Month
South # 1	Otis	Hydraulic	5	\$ _____
South # 2	Otis	Hydraulic	5	\$ _____
North # 1	Otis	Hydraulic	3	\$ _____
North # 2	Otis	Hydraulic	3	\$ _____
007	Total Firm Fixed Price per Month for Maintenance Service for All Elevators			\$ _____

- b. Emergency Service Calls: The bidder shall state a firm, fixed price per hour for on-site Emergency Services performed by the mechanic and apprentice.

008 \$ _____ Firm, fixed price per mechanic per hour

009 \$ _____ Firm, fixed price per apprentice per hour

- c. Supplemental Elevator Repair/Service: The bidder shall state a firm, fixed price per hour for on-site Supplemental Elevator Repair/Services performed by the mechanic and apprentice. In addition, the bidder shall state a firm, fixed percentage over the actual net cost for parts and materials. The bidder shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

010 \$ _____ Firm, fixed price per mechanic per hour

011 \$ _____ Firm, fixed price per apprentice per hour

012 _____% Firm, fixed percentage over the actual net cost

4.1.3 Kansas City Regional Center:

- a. Maintenance Service: The bidder shall state a firm, fixed price per month for elevator maintenance services for each elevator listed below.

Elevator Building Location	Manufacturer	Type	Floors Served	Per Month
Main Building	Dover	Hydraulic	2	\$_____
013	Total Firm Fixed Price per Month for Maintenance Service for All Elevators			\$_____

- b. Emergency Service Calls: The bidder shall state a firm, fixed price per hour for on-site Emergency Services performed by the mechanic and apprentice.

014 \$_____ Firm, fixed price per mechanic per hour

015 \$_____ Firm, fixed price per apprentice per hour

- c. Supplemental Elevator Repair/Service: The bidder shall state a firm, fixed price per hour for on-site Supplemental Elevator Repair/Services performed by the mechanic and apprentice. In addition, the bidder shall state a firm, fixed percentage over the actual net cost for parts and materials. The bidder shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

016 \$_____ Firm, fixed price per mechanic per hour

017 \$_____ Firm, fixed price per apprentice per hour

018 _____% Firm, fixed percentage over the actual net cost

4.1.4 Western Reception and Diagnostic Correctional Center:

- a. Maintenance Service: The bidder shall state a firm, fixed price per month for elevator maintenance services for each elevator listed below.

Elevator Building Location	Manufacturer	Type	Floors Served	Per Month
Maintenance	ESCO	Hydraulic	2	\$ _____
HU 1 – North	Otis	Cable	5	\$ _____
HU 1 – South	Otis	Cable	5	\$ _____
HU 6 – North	Otis	Cable	5	\$ _____
Laundry	Otis	Cable	2	\$ _____
Regional Building	Otis	Hydraulic	2	\$ _____
Cold Storage	Otis	Hydraulic	3	\$ _____
HU 11 – East	Montgomery	Hydraulic	3	\$ _____
HU 11 – West	Montgomery	Hydraulic	3	\$ _____
HU 6 – South	Montgomery	Cable	4	\$ _____
R & D Building #10 Administration	Otis	Hydraulic	3	\$ _____
R & D Building #10 West	Otis	Hydraulic	3	\$ _____
R & D Building #10 East	Otis	Hydraulic	3	\$ _____
Education Building #9	Otis	Hydraulic	2	\$ _____
019	Total Firm Fixed Price per Month for Maintenance Service for All Elevators			\$ _____

- b. Emergency Service Calls: The bidder shall state a firm, fixed price per hour for on-site Emergency Services performed by the mechanic and apprentice.

020 \$ _____ Firm, fixed price per mechanic per hour

021 \$ _____ Firm, fixed price per apprentice per hour

Western Reception and Diagnostic Correctional Center – continued

- c. Supplemental Elevator Repair/Service: The bidder shall state a firm, fixed price per hour for on-site Supplemental Elevator Repair/Services performed by the mechanic and apprentice. In addition, the bidder shall state a firm, fixed percentage over the actual net cost for parts and materials. The bidder shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

022	\$_____	Firm, fixed price per mechanic per hour
023	\$_____	Firm, fixed price per apprentice per hour
024	_____%	Firm, fixed percentage over the actual net cost

4.1.5 Maryville Treatment Center:

- a. Maintenance Service: The bidder shall state a firm, fixed price per month for elevator maintenance services for each elevator listed below.

Elevator Building Location	Manufacturer	Type	Floors Served	Per Month
Building # 2	Access Industries, Inc. Flexi-Lift	Hydraulic	4	\$_____
025	Total Firm Fixed Price per Month for Maintenance Service for All Elevators			\$_____

- b. Emergency Service Calls: The bidder shall state a firm, fixed price per hour for on-site Emergency Services performed by the mechanic and apprentice.

026 \$_____ Firm, fixed price per mechanic per hour

027 \$_____ Firm, fixed price per apprentice per hour

- c. Supplemental Elevator Repair/Service: The bidder shall state a firm, fixed price per hour for on-site Supplemental Elevator Repair/Services performed by the mechanic and apprentice. In addition, the bidder shall state a firm, fixed percentage over the actual net cost for parts and materials. The bidder shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

028 \$_____ Firm, fixed price per mechanic per hour

029 \$_____ Firm, fixed price per apprentice per hour

030 _____% Firm, fixed percentage over the actual net cost

- 4.2 Combined Facilities Service:** If the bidder is proposing to provide service for all facilities, the bidder shall provide firm, fixed prices for each facility listed below. (C/S Code 91014)

Elevator Building Location	Manufacturer	Type	Floors Served	Per Month
NEVADA HABILITATION CENTER				
Vernon Hall – South	Westinghouse	Hydraulic	4	\$ _____
Vernon Hall – North	Westinghouse	Hydraulic	4	\$ _____
Benton Hall	Montgomery	Hydraulic	2	\$ _____
Machine Shop	Otis	Traction	2	\$ _____
Total Price per Moth for Nevada Habilitation Center				\$ _____
WESTERN MISSOURI MENTAL HEALTH CENTER				
South # 1	Otis	Hydraulic	5	\$ _____
South # 2	Otis	Hydraulic	5	\$ _____
North # 1	Otis	Hydraulic	3	\$ _____
North # 2	Otis	Hydraulic	3	\$ _____
Total Price per Moth for Western Missouri Mental Health Center				\$ _____
KANSAS CITY REGIONAL CENTER				
Main Building	Dover	Hydraulic	2	\$ _____
Total Price per Moth for Kansas City Regional Center				\$ _____

Combined Facilities - continued

WESTERN RECEPTION AND DIAGNOSTIC CORRECTIONAL CENTER				
Maintenance	ESCO	Hydraulic	2	\$ _____
HU 1 – North	Otis	Cable	5	\$ _____
HU 1 – South	Otis	Cable	5	\$ _____
HU 6 – North	Otis	Cable	5	\$ _____
Laundry	Otis	Cable	2	\$ _____
Regional Building	Otis	Hydraulic	2	\$ _____
Cold Storage	Otis	Hydraulic	3	\$ _____
HU 11 – East	Montgomery	Hydraulic	3	\$ _____
HU 11 – West	Montgomery	Hydraulic	3	\$ _____
HU 6 – South	Montgomery	Cable	4	\$ _____
R & D Building #10 Administration	Otis	Hydraulic	3	\$ _____
R & D Building #10 West	Otis	Hydraulic	3	\$ _____
R & D Building #10 East	Otis	Hydraulic	3	\$ _____
Education Building #9	Otis	Hydraulic	2	\$ _____
Total Price per Moth for Western Reception and Diagnostic Center				\$ _____
MARYVILLE TREATMENT CENTER				
Building # 2	Access Industries, Inc. Flexi-Lift	Hydraulic	4	\$ _____
Total Price per Moth for Maryville Treatment Center				\$ _____
031	Total Firm Fixed Price per Month for Maintenance Service for All Elevators			\$ _____

4.2.1 Emergency Service Calls: The bidder shall state a firm, fixed price per hour for on-site Emergency Services performed by the mechanic and apprentice.

032 \$ _____ Firm, fixed price per mechanic per hour

033 \$ _____ Firm, fixed price per apprentice per hour

Combined Facilities - continued

- 4.2.2 Supplemental Elevator Repair/Service: The bidder shall state a firm, fixed price per hour for on-site Supplemental Elevator Repair/Services performed by the mechanic and apprentice. In addition, the bidder shall state a firm, fixed percentage over the actual net cost for parts and materials. The bidder shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

034	\$_____	Firm, fixed price per mechanic per hour
035	\$_____	Firm, fixed price per apprentice per hour
036	_____%	Firm, fixed percentage over the actual net cost

- 4.3 Pre-Maintenance Repairs/Services:** The bidder must submit an itemized list of repairs/services found to be needed, based on the bidder's inspection of the facility and elevators, to restore each elevator listed below to optimum working order and first class operating condition and a firm, fixed total price for such repairs/services (C/S Code 91014)

4.3.1 Nevada Habilitation Center:

Elevator Building Location	Repairs Needed	Firm Fixed Price
Vernon Hall – South		\$ _____
Vernon Hall – North		\$ _____
Benton Hall		\$ _____
Machine Shop		\$ _____
037	Total Firm Fixed Price for Pre-Maintenance Service for All Elevators	\$ _____

4.3.2 Western Missouri Mental Health Center:

Elevator Building Location	Repairs Needed	Firm Fixed Price
South # 1		\$ _____
South # 2		\$ _____
North # 1		\$ _____
North # 2		\$ _____
038	Total Firm Fixed Price for Pre-Maintenance Service for All Elevators	\$ _____

4.3.3 Kansas City Regional Center:

Elevator Building Location	Repairs Needed	Firm Fixed Price
Main Building		\$ _____
039	Total Firm Fixed Price for Pre-Maintenance Service for All Elevators	\$ _____

Pre-Maintenance - continued4.3.4 Western Reception and Diagnostic Correctional Center:

Elevator Building Location	Repairs Needed	Firm Fixed Price
Maintenance		\$ _____
HU 1 – North		\$ _____
HU 1 – South		\$ _____
HU 6 – North		\$ _____
Laundry		\$ _____
Regional Building		\$ _____
Cold Storage		\$ _____
HU 11 – East		\$ _____
HU 11 – West		\$ _____
HU 6 – South		\$ _____
R & D Building #10 Administration		\$ _____
R & D Building #10 West		\$ _____
R & D Building #10 East		\$ _____
Education Building #9		\$ _____
040	Total Firm Fixed Price for Pre-Maintenance Service for All Elevators	\$ _____

4.3.5 Maryville Treatment Center:

Elevator Building Location	Repairs Needed	Firm Fixed Price
Building # 2		\$ _____
041	Total Firm Fixed Price for Pre-Maintenance Service for All Elevators	\$ _____

- 4.4 Renewal Option:** The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of four (4) additional years.
- 4.4.1 The bidder must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option years. If a percentage is not quoted (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.
- 4.4.2 All increases or decreases shall be calculated against the **ORIGINAL** contract price, **NOT** against the **previous year's price**. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.
- 4.4.3 The percentages indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

NOTICE: **DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

	<u>Maximum Increase</u>		<u>Minimum Decrease</u>
1st Renewal Period:	original price + _____%	OR	original price - _____%
2nd Renewal Period:	original price + _____%	OR	original price - _____%
3rd Renewal Period:	original price + _____%	OR	original price - _____%
4th Renewal Period:	original price + _____%	OR	original price - _____%

EXHIBIT A**PRIOR EXPERIENCE OF BIDDER**

The bidder should copy and complete this form for each reference being submitted as demonstration of the bidder and subcontractor's prior experience. In addition, the bidder is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Bidder/Subcontractor Name:	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company:	
Reference Contact Person Name:	
Contact Person Phone #	
Contact Person e-mail address:	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the bidder referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT B**MISCELLANEOUS INFORMATION**

Organizations for the Blind or Sheltered Workshop - If the bidder qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the bidder is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the bidder should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____

Employee Bidding/Conflict of Interest - A bidder who is an employee(s) of the State of Missouri, a member of the General Assembly, or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in bidder's organization:	_____ %

Personnel – Provide a list of employees who will be providing elevator maintenance services at the state agency:

Name of Employee
Nevada Habilitation Center 1. 2.
Western Missouri Mental Health Center 1. 2.
Kansas City Regional Center 1. 2.
Western Reception and Diagnostic Correctional Center 1. 2.
Maryville Treatment Center 1. 2.

Warranty – Provide the length of the warranty applicable to parts and labor (minimum 1 year).

Familiarity of Facility and Elevators - The bidder must document a thorough knowledge of the facility and elevators based on either (1) the bidder's attendance at a scheduled tour or (2) through other knowledge of the facility and elevators gained from some other means.

I attended an inspection at the following facilities:

_____ Nevada Habilitation Center	_____ Western Missouri Mental Health Center
_____ Kansas City Regional Center.	_____ Maryville Treatment Center
_____ Western Reception and Diagnostic Correctional Center	

The bidder's attendance at a tour shall be verified by the attendance record

I did not attend an inspection at the following facilities:

_____ Nevada Habilitation Center	_____ Western Missouri Mental Health Center
_____ Kansas City Regional Center.	_____ Maryville Treatment Center
_____ Western Reception and Diagnostic Correctional Center	

The bidder must provide relevant information regarding their familiarity with the physical layout, condition, etc. of **each** facility. The bidder is advised that neither the review of facility floor plans nor an independent public viewing gives an accurate account of knowledge of the facility for Elevator Maintenance purposes.

Preventive Maintenance – Provide a list of tests and/or inspections that will be performed during preventive maintenance.

Service and Storage Facility Locations and Contact Information – Provide service facility location, storage facility location, and contact information for each proposed state agency facility.

State Agency Facility	Service Facility	Storage Facility	Contact Information/Procedure
Nevada Habilitation Center	Address:	Address:	Emergency: Non Emergency:
Western Missouri Mental Health Center	Address:	Address:	Emergency: Non Emergency:
Kansas City Regional Center	Address:	Address:	Emergency: Non Emergency:
Western Reception and Diagnostic Correctional Center	Address:	Address:	Emergency: Non Emergency:
Maryville Treatment Center	Address:	Address:	Emergency: Non Emergency:

ATTACHMENT #1**PREVENTIVE MAINTENANCE SCHEDULE****Electric and Hydraulic Elevators**1. Inspection Frequency:

1.1 The contractor must inspect all elevators listed within the contract a minimum of once per month. The duration of time between any two inspections for the same elevator must be no more than thirty (30) calendar days.

2. On each visit, the mechanical and electrical schematics must:

- 2.1 Contract responsible building personnel regarding elevator complaints.
- 2.2 Ride all cars, checking for any unusual noise or operation.
- 2.3 Correct all malfunctions and/or complaints noted.

3. On a minimum of monthly, the contractor must perform the following services:

3.1 Controller

- 3.1.1 Observe dispatching, timers, and relays for proper operation.

3.2 Hoist Machine

- 3.2.1 Check sleeve bearing oil.

3.3 MG Sets

- 3.3.1 Renew or reseal brushes as required.
- 3.3.2 Clean dirt and dust from exterior surface of MG sets.

3.4 Signal and Dispatching

- 3.4.1 Replace any burned out lamps in the starters control indicator panel, car operating panel, etc.
- 3.4.2 Observe dispatching, dispatching intervals, high and low call reversal circuits. Make corrections where necessary.

3.5 Car

- 3.5.1 Check photo cells and safety edges for door retraction and obstruction timing. Replace when requested.

3.6 Pit

- 3.6.1 Clean pit and iron work located within the pit.
- 3.6.2 Empty drip pan in pit.

3.7 Hydraulic Machines - Pumping Units

3.7.1 Wipe up any oil residue around machine.

3.7.2 Maintain oil at proper level in tank.

4. On a minimum monthly schedule, the contractor shall perform the following services:

4.1 Controller

4.1.1 Check all controller and supervisory relays and contracts. Replace where necessary.

4.2 Selector

4.2.1 Adjust and/or replace selector brushes and contracts.

4.3 Hoist Machine

4.3.1 Clean dirt and dust from exterior surface of machines.

4.4 Signal and Dispatching

4.4.1 Observe operation of car arrival lanterns and gongs. Correct any malfunctions noted.

4.5 Car

4.5.1 Inspect car door operator. Clean, adjust, or replace pulleys, shafts, key ways, belts, cams, motor bushes. Lubricate where required.

4.5.2 Clean door guide channels.

4.6 Hoistway

4.6.1 Check hall button operation.

4.7 Hydraulic Machines - Pumping Units

4.7.1 Check for excessive leakage around valves and pumps.

4.8 Jack Assembly

4.8.1 Checking packing gland for excessive oil leakage. Tighten or repack, if necessary.

4.8.2 Check plunger for signs of leakage or deterioration. Clean packing gland.

5. On a minimum quarterly schedule, the Contractor must perform the following services:

5.1 Selector

5.1.1 Lubricate selector cable sheaves.

5.2 Hoist Machine

- 5.2.1 Observe worms and gears for end play, back lash, thrust, and any bearing wear in machine.
 - 5.2.2 Renew or reseal brushes as required.
 - 5.2.3 Clean and/or turn and undercut commutator.
- 5.3 MG Sets
 - 5.3.1 Clean and/or turn and under cut commutators.
- 5.4 Car
 - 5.4.1 Check alarm bell and communication system.
 - 5.4.2 Check leveling units.
 - 5.4.3 Check retiring cam device, chain, dash pots, pivots, fastenings, etc.
 - 5.4.4 Inspect and clean car door or gate and related parts.
- 5.5 Hoistway
 - 5.5.1 Check leveling switches and leveling operation.
 - 5.5.2 Lubricate cup oil type sheave bearings.
 - 5.5.3 Check hoisway lighting. Replace bulbs where necessary.
- 5.6 Emergency Operation
 - 5.6.1 Test car emergency lights.
- 5.7 Ropes
 - 5.7.1 Check all ropes, grooves, and hitches and equalize tension. Lubricate where necessary. Advise state agency if ropes should be shortened or replaced.
 - 5.7.2 Check rope, clamps, and shackles.
 - 5.7.3 Check compensating chain or rope and hitches.
- 5.8 Hydraulic Machines - Pumping Units
 - 5.8.1 Check tension and wear of "V" belts.
 - 5.8.2 Inspect flexible hoses and connections.
- 5.9 Jack Assembly
 - 5.9.1 Check platen bolts for cracks and tightness.
- 6. On a minimum semi-annual schedule, the contractor must perform the following services:
 - 6.1 Controller

- 6.1.1 Check settings and operations of overloads.
- 6.1.2 Check controller voltages.
- 6.1.3 Check resistor tubes, grids, condensers, etc.
- 6.2 Selector
 - 6.2.1 Clean and lubricate selector chains, guides, drives, and drums.
- 6.3 Hoist Machine
 - 6.3.1 Check motor connections.
- 6.4 Car
 - 6.4.1 Replace non-rechargeable emergency light batteries.
 - 6.4.2 Check load weighing device.
 - 6.4.3 Clean car tops and related hardware.
 - 6.4.4 Check and adjust car door upthrusts.
 - 6.4.5 Inspect guide shoes and roller guides. Lubricate if required.
 - 6.4.6 Inspect broken tape or cable switches.
 - 6.4.7 Check and test all safety devices.
 - 6.4.8 Check clearance for car safety shoes.
 - 6.4.9 Check stile channels for bends and cracks. Also, car frame and support.
 - 6.4.10 Check car operating panel, controls, and switches. Clean and lubricate when necessary.
- 6.5 Hoistway
 - 6.5.1 Inspect reed switches.
 - 6.5.2 Inspect limit switches, contacts, cam alignment.
 - 6.5.3 Check sheave fastenings, grooves, lubricate grease type bearings.
 - 6.5.4 Check stiles for cracks, bends, loose nuts, etc.
 - 6.5.5 Inspect hoistway door guides and door closers.
 - 6.5.6 Clean door hangers, tracks, and rollers. Adjust upthrust where necessary.
- 6.6 Pit
 - 6.6.1 Clean and lubricate governor tail sheave.
 - 6.6.2 Check oil levels in buffers.

- 6.6.3 Clean and lubricate compensating sheave, selector tail sheave.
- 6.7 Emergency Operation
 - 6.7.1 Activate fireman's recall system.
 - 6.7.2 Test each elevator's emergency service.
 - 6.7.3 Activate emergency hospital service system.
 - 6.7.4 Test emergency power system.
- 6.8 Governors
 - 6.8.1 Clean, lubricate and test for free movement of all governors. Manually extend governor weights to make sure there is no restriction in motion.
- 6.9 Hydraulic Machines - Pumping Units
 - 6.9.1 Lubricate motor bearings.
- 7. On a minimum annual schedule, the contractor must perform the following services within 30 days of the beginning of the contract period:
 - 7.1 Controllor
 - 7.1.1 Clean and check fuses and fuses holders, replace when required.
 - 7.1.2 Inspect dampening motor.
 - 7.2 Hoist Machine
 - 7.2.1 Inspect brake, brake drum, and drive sheave. Remove, clean, and lubricate DC brake cores. Clean or replace brake shoes if necessary. Check pivot pins for free movement.
 - 7.2.2 Change sleeve bearing oil.
 - 7.2.3 Blow out machine with air pressure.
 - 7.2.4 Check armature or rotor clearance.
 - 7.3 MG Sets
 - 7.3.1 Blow out machine with air pressure.
 - 7.3.2 Check armature or rotor clearance.
 - 7.3.3 Grease roller bearing.
 - 7.3.4 Change oil in sleeve bearing.
 - 7.3.5 Check MG set connections.
 - 7.4 Car

7.4.1 Check car enclosure steadying device.

7.5 Hoistway

7.5.1 Check wear and insulation on traveling cables. Check junction box connection.

7.5.2 Clean hoistway, separator beams, guide rails, door guide channels, etc.

ATTACHMENT #2**REPAIRS AND REPLACEMENTS INCLUDED**

Repairs to, or replacement of, elevator components must include, but not necessarily be limited to the following:

- 1) Brake magnet coils and stators, brake shoes and linings.
- 2) Controller, selector, and dispatching equipment.
- 3) Relays, resistors, condensers, and transformers.
- 4) Contacts, leads, dashpots, and timing devices.
- 5) Steel selector tapes, and mechanical and electrical driving equipment.
- 6) Governor, governor sheave, and shaft assembly.
- 7) Governor bearing, contacts, and governor jaws.
- 8) Governor tension and sheave assembly.
- 9) Counterweight and counter weight guide shoes, including rollers or gibs.
- 10) Hoistway door interlocks and hangers.
- 11) Car door guides, sill guide tracks, and auxiliary door closing devices.
- 12) Car door hanger, contact, and power operator.
- 13) Car guide shoes, gibs, or rollers.
- 14) Hydraulic pumps, valves, and piston.
- 15) Packing for hydraulic jacks.
- 16) Drive belts and sheaves.
- 17) Leveling devices.
- 18) Push buttons and indicator lamps.
- 19) Car lamps and ventilating fans.
- 20) Repair and adjustment of motor and gearing assemblies.
- 21) Emergency light system and batteries.

ATTACHMENT #3**SUPPLEMENTAL ELEVATOR REPAIRS/SERVICES**

Repairs/Services considered Supplemental Repairs/Services.

1. Replace car enclosure or framing, flooring, or carpeting.
2. Replace car guide rails.
3. Replace door panels on either the cab or hoistway opening.
4. Repair hoistway structure, including landing sills.
5. Repaint or decorate car enclosure or doors.
6. Make renewals or repairs made necessary by reason of negligence or misuse of the equipment by persons other than the contractor or his representatives or employees, or by any other cause beyond the control of the contractor, except those made necessary by ordinary wear and tear.
7. Install new attachments as may be recommended or directed by insurance companies or by Federal, State, Municipal, or other authorities.
8. Replace jack cylinder and/or casing or the buried oil supply lines.
9. Extend electric power supply to equipment, ahead of main switch which controls that equipment.
10. Replace mainline and auxiliary disconnect switches, fuses, and feeders serving control panels.
11. Cleaning and general housekeeping of elevator cabs.

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

TERMS AND CONDITIONS -- INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an IFB or to a contract.
- c. **Attachment** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the IFB for the receipt of sealed bids.
- e. **Bidder** means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an IFB for the bidder to complete and submit with the sealed bid prior to the specified opening date and time.
- j. **Invitation for Bid (IFB)** means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the IFB or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, unless the IFB specifically refers the bidder to another contact. Such communication should be received at least ten calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than ten calendar days prior to the IFB opening date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The IFB is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the IFB based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an IFB after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail,

(1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.
- h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Bids may be submitted electronically as permitted by the IFB through the State of Missouri's On-Line Bidding website or hard copy delivered to the DPMM office. Delivered bids must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the IFB. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, and (3) be priced as required. Hard copy bids may be mailed to the DPMM post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DPMM office (address listed above) no later than the exact opening time and date specified in the IFB.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid submitted electronically may be modified on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid submitted electronically may be canceled on-line prior to the official opening date and time. A bid which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. When submitting a bid electronically, the bidder indicates acceptance of all IFB terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DPMM must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

6. BID OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be posted on the state's On-Line Bidding website after the official opening date and time. The DPMM will not provide prices or other bid information via the telephone.
- b. Bids which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the IFB, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.

- i. Any award of a contract shall be made by notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The DPMM posts all bid results on the On-line Bidding website for a reasonable period after bid award and maintains images of all bid file material for review. Bidders who include an email address with their bid will be notified of the award results via email.
- l. The DPMM reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- n. The final determination of contract award(s) shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) DPMM's acceptance of the response (bid) by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the IFB.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.